

SECTION 01 78 36 ROOFING SYSTEM WARRANTY

GENERAL INFORMATION	
General Contractor (name & address): Contact:	*Building (identification & location): Bldg Owner: State of Tennessee
Designer (name & address):	Roofing System installed under project number: SBC Project No.
Contract Conditions: AIA Document A201-1997	Roof Substantial Completion Date:
Designer's Roof Cost Estimate:	Length of Warranty Term: <input type="checkbox"/> 10 Years <input type="checkbox"/> 15 Years <input type="checkbox"/> 20 Years <input type="checkbox"/> Other: _____
<input type="checkbox"/> New Roof or <input type="checkbox"/> Re-roof	Roof Warranty Expiration Date:
ROOFING SYSTEM COMPONENTS INCLUDED UNDER THIS WARRANTY	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Membrane <input type="checkbox"/> Membrane Accessories <input type="checkbox"/> Expansion Joints <input type="checkbox"/> Membrane Flashing </div> <div style="width: 50%;"> <input type="checkbox"/> Metal Flashings and Perimeter Metal Work <input type="checkbox"/> Metal Copings (Lineal Ft _____) <input type="checkbox"/> Insulation <input type="checkbox"/> Metal Roof, Components, and Finish </div> </div>	
ROOFING SYSTEM INFORMATION	
Membrane Manufacturer (Name & Address) Factory Location: Manufacture Date: Rolls:	Roofing Contractor (Name & Address) Contact: Type of Membrane & Attachment: <div style="text-align: center;"> Square Feet of Roofing Installed: </div> <div style="text-align: center;"> Type of Deck: </div>
Roofing Systems Company (name & address): Contact:	<div style="text-align: center;"> Type of Insulation: </div> <div style="text-align: center;"> Type of Flashing: </div> <div style="text-align: center;"> Lineal Feet of Flashing Installed </div>
Roof approved by (Company's Representative):	Warranty Number:

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The Roofing System Company ("Company"), its heirs, executors, administrators, successors, and assigns, jointly and severally, warrant to the Building Owner ("Owner") of the building identified above, that subject to the terms, conditions and limitations stated herein, the Company will repair or cause to be repaired, any leak(s) in the roofing system attributable to deficient workmanship or defective materials as necessary to return the roofing system to a condition which is watertight. The aggregate repair cost incurred by the Company over the term of this warranty shall not exceed the Owner's original cost of the installed roofing system. The term of this warranty is as set forth in the "General Information" on page one, commencing with the date of substantial completion of the roofing system installation. The roofing system shall be installed and repaired, if necessary, by a roofing applicator authorized by the Company. Contractor, as used herein, shall mean the Contractor having privity of contract with the Owner for the subject roofing system installation as identified by Article 3 and including those entities for which the Contractor is responsible as set forth by Subparagraph 3.3.2 of the Conditions of the Contract for Construction, as identified in the "General Information" on page one.

TERMS, CONDITIONS, AND LIMITATIONS

1. Owner shall provide the Company with written notice within thirty (30) days of the discovery of any leak(s) in the roofing system.
2. The Company shall within fifteen calendar days, commencing with receipt of written notice from the Owner, inspect the roofing system (in the presence of the Owner) and if the cause(s) of the leak(s) is found to be the responsibility of the Company under this warranty, promptly make or cause to be made, any repair(s) or replacements(s) necessary to return the roofing system to the condition which is watertight. All repair expenses incurred in connection herewith will be the responsibility of and borne by the Company.
3. If upon joint inspection of the roofing system as provided in Paragraph 2, the cause(s) of any leak(s) is found not to be the responsibility of the Company under this warranty, the Company will immediately advise the Owner of the type and extent of repair(s) required to be made at the Owner's expense and if such repair(s) be promptly and reasonably made, this warranty will remain in effect for the unexpired portion of the warranty period; otherwise, this warranty will become null and void with respect to the area(s) or item(s) affected.
4. In the event the Company and Owner disagree as to the cause(s) and responsibility of the leak(s), then the Owner, without prejudice to any other remedy Owner may have, may make permanent repair(s) of any leak(s) in accordance with Company recommendations if timely made available. Such action by the Owner shall not constitute a violation of this warranty. The Owner reserves the right to pursue reimbursement from the Company for all cost(s) and expense(s) of such repair(s), subject to the Company's responsibility under this warranty. If it is determined that the Company has no responsibility for the leak(s) under this warranty, the Owner will reimburse the Company for direct expenses encountered for all trips requested by the Owner after the initial inspection.
5. In the event an emergency condition arises where, in the reasonable opinion of the Owner immediate reasonable repair(s) are necessary to avoid substantial damage to the building or its contents and the Company advises the Owner in writing of its inability, for reasons beyond its control, to inspect and repair the roofing system as necessary within fourteen (14) days of written notification from the Owner, then the Owner may make such temporary repair(s) as in the opinion of the Owner are essential and necessary and such action by the Owner shall not constitute a violation of this warranty. In these circumstances, the Company shall reimburse the Owner for all reasonable costs and expenses of such temporary repair(s) subject to the Company's responsibility under this warranty.
6. In the event the Company fails to respond to written notification of known or suspected leak(s) as provided in Paragraph 2, the Owner may, after fourteen (14) days following receipt by the Company of an additional written notice and without prejudice to any other remedy he may have, make permanent repair(s) of any leak(s) and recover all costs and expenses of such repair(s) from the Company. The Company will, upon demand by the Owner, promptly reimburse the Owner these repair costs and expenses. Such action by the Owner shall in no way negate the responsibilities of the Company under this warranty for the unexpired portion of the warranty period.

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7. Except as provided in Paragraphs 4, 5 & 6, any alterations of the roofing system after completion and acceptance including the placement of fixtures, utilities and equipment on or through the roof or additions thereto, will render this warranty null and void with respect to the area(s) or item(s) affected unless prior approval of such alterations of the roofing system or additions thereto is given by the Company. Such approval will not be unreasonably withheld.
8. This warranty shall not be applicable to the extent the roofing system sustains damage(s) by any of the following:
 - (a) Acts of God and natural disasters, including but not limited to lightning, gales, hurricanes, tornadoes, and earthquakes;
 - (b) Acts of negligence (whether of omission or commission), fire, accidents, or misuse, including but not limited to vandalism, civil disobedience, or acts of war, provided same are not caused by the Company and/or the Contractor;
 - (c) Failure by the Owner or Lessee to use reasonable care in maintaining the roof and appurtenances, provided same caused the leak(s) or item(s) affected; or,
 - (d) For built-up and modified bitumen roofing systems: A roof design or specification approved by the Owner with less than 1/8" per foot slope for drainage.
9. When the roofing system has been damaged by any of the foregoing causes, repair(s) shall be at the Owner's expense and such repair(s) shall be made as provided in Paragraph 3; otherwise, this warranty will become null and void with respect to the area(s) or item(s) affected.
10. Until such time as the third year of this warranty has expired, the Company's obligations hereunder shall be joint and several with the Contractor. For the purpose of this paragraph, all of the Contractor's actions, whether of omission or commission, that are subject to this warranty are likewise the actions of the Company hereunder and shall in no way negate or reduce the responsibilities of the Company under this warranty.
11. The Company shall maintain accounting records of warranty repair costs in conformity with generally accepted accounting principles for the term of his warranty, and such costs shall be subject to audit at any reasonable time and upon reasonable notice by the Owner or the Tennessee State Comptroller of the Treasury, or their duly appointed representatives, or a licensed independent public accountant. Warranty repair costs by the Company or the Contractor, as applicable, shall be maintained with a complete itemization of costs of all work identifying labor, materials, equipment, and overhead.
12. The Company certifies that it:
 - (a) Manufacturers or purchases products for the purpose of designing, developing, and marketing a roofing system;
 - (b) Provides recommendations, specifications, and details for the roofing system materials and installation;
 - (c) Trains and approves applicators;
 - (d) Provides technical assistance to applicators;
 - (e) Approves or prepares shop drawings; and,
 - (f) Provides a technical representative employed by the Company for the final inspection, and to all inspections required by this warranty.
13. During the period of this warranty, the Company, its agents or employees, will have free access to the roof during regular business hours of the Owner.

by ROOFING SYSTEMS COMPANY	
Company name:	
Authorized signature:	
Name & title:	
	Warranty Number:

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